

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**HOTEL EMPLOYEES AND RESTAURANT  
EMPLOYEES INTERNATIONAL UNION  
WELFARE FUND, et al.**

**Plaintiffs,**

**v.**

**VILLAGE RESORTS, INC. d/b/a  
the PURPLE HOTEL,**

**Defendant.**

**Case No.: 06 C 6921**

**Judge Anderson**

**Magistrate Judge Kays**

**AGREED JUDGMENT ORDER**

This stipulation to judgment (Agreement) is entered into between the Hotel Employees and Restaurant Employees International Union Welfare Fund (Welfare Fund) and UNITE HERE National Restaurant Fund i/k/a HEREIU Pension Fund (Pension Fund) and Village Resorts, Inc. d/b/a the Purple Hotel (Hotel).

**THE COURT HEREBY FINDS:**

1. Hotel was a signatory to a collective bargaining agreement with the Hotel, Motel, Club, Cafeteria, Restaurant Employees and Bartenders Union, Local 450.
2. Under the terms of that collective bargaining agreement, Hotel was obligated to make fringe benefit contributions to the Welfare Fund and Pension Fund on behalf of the employees who performed bargaining unit work through December 31, 2006.

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3. In 2006, the Funds filed a lawsuit in the United States District Court for the Northern District of Illinois, case number 06 C 0921 against Hotel. The claim alleged that Hotel was liable for fringe benefits contributions to the Funds for the period January 2004 through December 2006 with billing on ineligible claims for January and February 2007.

**THE COURT HEREBY ORDERS**

4. Hotel shall pay to the Funds the total amount of \$58,192.83. That amount will be paid over twenty-four months with payments beginning on May 15, 2008. Interest will be charged on the declining principal balance at 7.25% for a total repayment of \$61,763.07 with the first 23 payments at \$2,573.46 per month and the 24<sup>th</sup> and last payment at \$2,573.49.

5. The Funds agree to waive all audit costs, liquidated damages and billing liquidated damages of \$26,622.81 upon receipt of the 24<sup>th</sup> and final payment.

6. In order to guarantee the amounts due the Funds, Hotel agrees that it will provide the Funds a lien in the amount of \$58,192.83 on the property located at 4500 West Touhy Avenue, Lincolnwood, IL 60466. After the 24<sup>th</sup> and final payment is made, the Funds will release the lien.

7. This Agreement expressly excludes the withdrawal liability assessment against Defendant.

8. After the 24<sup>th</sup> and final payment is made under this Agreement, Plaintiff will execute and file a satisfaction of judgment with this court. If Defendant fails to abide by this agreement, Plaintiff will have all available legal rights to enforce on this judgment for all amounts owed under this agreement, namely \$58,192.83, less any amounts paid, plus post-judgment interest.

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ALBERT A. HOLLER

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In witness whereof, the parties have executed this Agreement

Howland

Local Employees and International Union of Marine and Shipbuilding Workers of America

5/20/08

Date

[Signature]

Local 1000 of the International Union of Marine and Shipbuilding Workers of America

5/29/08

Date

[Signature]

Walter R. Smith, Inc. (dba) The People's Store

5/28/08

Date

June 17, 2008

WALTER R. SMITH

Way - C

Walter R. Smith